

(e) No extension of the statute of limitations on the assessment of any Taxes has been granted by Voicestream or any of its Subsidiaries and is currently in effect;

(f) Neither Voicestream nor any of its Subsidiaries has taken any action or knows of any fact that is reasonably likely to (i) prevent or impede the Merger from qualifying as a reorganization within the meaning of Section 368(a) of the Code or (ii) cause the stockholders of Voicestream, other than any such stockholder that would be a "five-percent transferee shareholder" of DT (within the meaning of U.S. Treasury Regulations Section 1.367(a)-3(c)(5)) following the Merger, to recognize gain pursuant to Section 367(a) of the Code; and

(g) The Tax Sharing Agreement has not been amended or modified (after May 3, 1999). Voicestream will not amend, modify or terminate the Tax Sharing Agreement in any material respect without the prior written consent of DT.

SECTION 2.18. *Intellectual Property.* Voicestream, its Subsidiaries and the Cook Inlet Joint Ventures have all right, title and interest in, or a valid and binding license to use, all Intellectual Property (as defined below) that is individually or in the aggregate material to the conduct of the businesses of Voicestream, its Subsidiaries and the Cook Inlet Joint Ventures taken as a whole ("**Voicestream Intellectual Property**") except where the failure to have such right, title and interest or have the right to use such Intellectual Property would not reasonably be expected to have a Material Adverse Effect on Voicestream. Voicestream, its Subsidiaries and the Cook Inlet Joint Ventures (i) have not defaulted (except defaults that have been waived) in any material respect under any license to use Voicestream Intellectual Property, and (ii) are not as of the date hereof the subject of any proceeding or litigation for infringement of any third party Intellectual Property, other than a default proceeding or litigation, that is not having or would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect on Voicestream. For purposes of this Agreement, "**Intellectual Property**" means patents and patent rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, copyrights and copyright rights, trade secret and trade secret rights, and other intellectual property rights, and all pending applications for and registrations of any of the foregoing.

SECTION 2.19. *Ownership of Securities.* As of the date hereof, neither Voicestream nor to Voicestream's Knowledge any of its Subsidiaries, beneficially owns, directly or indirectly, or is party to any agreement, arrangement or understanding for the purpose of acquiring, holding, voting or disposing of, in each case, shares of capital stock of DT.

SECTION 2.20. *Certain Contracts.* All material contracts required to be filed prior to the date hereof by Voicestream or any Significant Subsidiary pursuant to Item 601(b)(10) of Regulation S-K have been filed as exhibits to, or incorporated by reference in, a Voicestream SEC Report filed after December 31, 1999, or in Ominipoint Corporation's Annual Report on Form 10-K for the year ended December 31, 1999, or in Aerial Communications, Inc.'s Annual Report on Form 10-K for the year ended December 31, 1999. Except as entered into after the date hereof in compliance with the terms of this Agreement, Schedule 2.20 (i) lists all material joint venture or strategic alliance agreements to which Voicestream or any of its Subsidiaries is a party, Schedule 2.20 (ii) contains a list of all material agreements that exist between Voicestream and any of its non-employee Affiliates, Schedule 2.20 (iii) contains a list of all registration rights agreements that exist in respect of Voicestream Common Shares and Schedule 2.20 (iv) contains a list of all agreements that have a non-competition or similar operational restriction applicable to, or could be reasonably anticipated to be applicable to, and material to, the business of Voicestream and its Subsidiaries taken as a whole. Taken as a whole, the contracts and agreements required to be filed by Voicestream with the SEC and referred to in the first sentence of this Section 2.20, together with the contracts and agreements required to be set forth on Schedules 2.20 (i) through 2.20 (iv), are collectively referred to as the "**Voicestream Contracts.**" The Voicestream Contracts are valid and in full force and effect on the date hereof except to the extent they have previously expired in accordance with their terms or, to the extent such invalidity or failure to be in full force and effect would not have a Material Adverse Effect on Voicestream, and, to Voicestream's Knowledge, neither Voicestream nor any of its Subsidiaries nor any Cook Inlet Joint Venture has violated any provision of, or

committed or failed to perform any act which with or without notice, lapse of time or both would constitute a default under the provisions of, any Voicestream Contract, except for defaults which individually and in the aggregate would not reasonably be expected to result in a Material Adverse Effect on Voicestream.

SECTION 2.21. *Licenses.* (a) Voicestream, each of its Subsidiaries and each Cook Inlet Joint Venture are the authorized legal holders or otherwise have rights to all Permits and licenses and operating rights necessary for the operation of their businesses as presently operated (collectively, the "Section 2.21 Licenses") and all Section 2.21 Licenses are in full force and effect, except for such failures to hold or to have such rights or to be in full force and effect as would not reasonably be expected to have a Material Adverse Effect on Voicestream. Voicestream and its Subsidiaries and the Cook Inlet Joint Ventures are each in compliance in all respects with the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC and all applicable Governmental or Regulatory Authorities, except for such failure to comply which would not have a Material Adverse Effect on Voicestream. As of the date hereof, there is not pending and, to Voicestream's Knowledge, there is not threatened, any action by or before the FCC or any Governmental or Regulatory Authority to revoke, suspend, cancel, rescind or modify any of the Section 2.21 Licenses, except for such action or actions which individually and in the aggregate would not reasonably be expected to have a Material Adverse Effect on Voicestream. Schedule 2.21 sets forth a complete list of all material Section 2.21 Licenses except for such Section 2.21 Licenses, sold, pledged, disposed of or encumbered in accordance with Section 4.01(b).

(b) None of the Section 2.21 Licenses issued by the FCC are held directly by Voicestream but instead are held through one or more Subsidiaries of Voicestream or one or more Cook Inlet Joint Ventures.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF DT

Except as disclosed in the DT SEC Reports filed prior to the date of this Agreement and except as set forth in the DT disclosure schedules to this Agreement (it being agreed that disclosure of any item in such schedules shall be deemed disclosure with respect to any section of this Agreement to which the relevance of such item is reasonably apparent), (i) DT hereby represents and warrants as of the date hereof to Voicestream as follows (except to the extent any of the following relates to Merger Sub), and (ii) Merger Sub hereby represents and warrants as of September 28, 2000 to Voicestream as follows (but only to the extent any of the following relates to Merger Sub):

SECTION 3.01. *Organization and Qualification; Subsidiaries.* DT and each of its Significant Subsidiaries, as listed on Schedule 3.01 hereto, and Merger Sub is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization. Each of DT and its Subsidiaries has the requisite corporate power and authority and any necessary Permit to own, operate or lease the properties that it purports to own, operate or lease and to carry on its business as it is now being conducted, and is duly qualified to do business, and is in good standing, in each jurisdiction where the character of its properties owned, operated or leased or the nature of its activities makes such qualification necessary, except for such failure which, when taken together with all other such failures, would not reasonably be expected to have a Material Adverse Effect on DT.

SECTION 3.02. *Certificate of Incorporation and Bylaws.* DT is an Aktiengesellschaft organized and existing under the laws of the Federal Republic of Germany. DT has heretofore furnished, or otherwise made available, to Voicestream a complete and correct copy of the Memorandum and Articles of Association (SATZUNG) and Management Board (VORSTAND) Rules of Procedure (GESCHAFTSORDNUNG), each as amended to the date hereof, of DT. Such Memoranda and Articles of Association (SATZUNG), Management Board (VORSTAND) Rules of Procedure (GESCHAFTSORDNUNG), are in full force and effect. DT is not in violation of any of the provisions of its Memorandum or Articles

of Association (SATZUNG) or, in any material respect, its Management Board (VORSTAND) Rules of Procedure (GESCHAFTSORDNUNG).

SECTION 3.03. Capitalization. (a) As of the date hereof, DT's stated share capital (GRUND KAPITAL) amounts to €7,755,786,327.04 divided into 3,029,604,034 ordinary shares, all of which, as of the date hereof, are issued and outstanding and not held in the Treasury of DT, and DT's authorized capital (GENEHMIGTES KAPITAL) available for the issuance of new DT Shares against contributions in kind amounts to up to €3,865,093,163.52, as set forth in Section 5 of the Articles of Association of DT. As of the date hereof, 4,969,388 shares were held in the treasury of DT (EIGENE AKTIEN). Except as set forth on Schedule 3.03, there are no outstanding DT Equity Rights on the date hereof. For purposes of this Agreement, "DT Equity Rights" shall mean subscriptions, options, warrants, calls, commitments, agreements, conversion rights or other rights of any character (contingent or otherwise) to purchase or otherwise acquire from DT or any of DT's Significant Subsidiaries at any time, or upon the happening of any stated event, any shares of the capital stock or other voting or non-voting securities of DT.

(b) All of the issued and outstanding capital stock of DT is validly issued, fully paid and nonassessable. All DT Depositary Shares and DT Ordinary Shares to be issued as Merger Consideration will be, when issued, validly issued, fully paid and nonassessable.

(c) Except as disclosed on Schedule 3.03 hereto, all the outstanding capital stock of each of DT's Significant Subsidiaries which is owned by DT is duly authorized, validly issued, fully paid and nonassessable, and is owned by DT free and clear of any liens, security interest, pledges, agreements, claims, charges or encumbrances except for any liens, security interest, pledges, agreements, claims, charges or encumbrances which would not, individually or in the aggregate, have a Material Adverse Effect on DT. Except as set forth on Schedule 3.03 or, with respect to Merger Sub, as otherwise contemplated by this Agreement, there are no existing subscriptions, options, warrants, calls, commitments, agreements, conversion rights or other rights of any character (contingent or otherwise) to purchase or otherwise acquire from DT or any of DT's Significant Subsidiaries or Merger Sub at any time, or upon the happening of any stated event, any shares of the capital stock or other voting or non-voting securities of any DT Subsidiary or Merger Sub, whether or not presently issued or outstanding (except for rights of first refusal to purchase interests in Subsidiaries which are not wholly-owned by DT), and there are no outstanding obligations of DT or any of DT's Significant Subsidiaries or Merger Sub to repurchase, redeem or otherwise acquire any shares of capital stock or other voting or non-voting securities of any of DT's Subsidiaries, other than such as would not, individually or in the aggregate, have a Material Adverse Effect on DT. The Merger Sub Common Stock constitutes all of the outstanding capital stock of Merger Sub, and, except as provided in the last sentence of Section 1.01(b), DT owns 100 percent of the outstanding capital stock of Merger Sub.

SECTION 3.04. Authority Relative to this Agreement. (a) DT has the necessary corporate power and authority to enter into this Agreement, the Stockholders Agreement and the DT Financing Agreements and to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement, the Stockholders Agreement and the DT Financing Agreements by DT and the consummation by DT of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of DT, including by the Management Board (VORSTAND) of DT, and the Supervisory Board (AUFSICHTSRAT) of DT of this Agreement and the Stockholders Agreement (except for the determination by the Board of Management which will be made pursuant to Section 205(2) of the German Act and except for the application to be filed with the Commercial Register). This Agreement and the Stockholders Agreement have been duly executed and delivered by DT and, assuming the due authorization, execution and delivery thereof by the other Parties, constitutes a legal, valid and binding obligation of DT, enforceable against it in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting the rights and remedies of creditors generally and to general principles of equity (regardless of whether considered in a proceeding in equity or at law).

(b) Merger Sub has the necessary corporate power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and the consummation by Merger Sub of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Merger Sub and its stockholder. This Agreement has been duly executed and delivered by Merger Sub and, assuming the due authorization, execution and delivery thereof by the other Parties hereto, constitutes the legal, valid and binding obligation of Merger Sub, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting the rights and remedies of creditors generally and to general principles of equity (regardless of whether considered in a proceeding in equity or at law).

SECTION 3.05. *No Conflict; Required Filings and Consents.* (a) Except as set forth on Schedule 3.05 or as described in subsection (b) below, the execution and delivery of this Agreement, the Stockholders Agreement and the DT Financing Agreements by DT, or, as applicable, by Merger Sub, do not, and the performance of this Agreement, the Stockholders Agreement and the DT Financing Agreements by DT, or, as applicable, by Merger Sub, will not, (i) violate or conflict with the Memorandum and Articles of Association (SATZUNG) or the Management Board (VORSTAND) Rules of Procedure (GESCHAFTSORDNUNG) of DT, (ii) conflict with or violate any law, regulation, court order, judgment or decree applicable to DT, any of its Significant Subsidiaries or Merger Sub or by which any of their respective property is bound or affected, (iii) violate or conflict with the Memorandum and Articles of Association (SATZUNG) or the Management Board (VORSTAND) Rules of Procedure (GESCHAFTSORDNUNG) of any Subsidiaries of DT or the certificate of incorporation or bylaws of Merger Sub, or (iv) result in any breach of or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination or cancellation of, or result in the creation of a lien or encumbrance on any of the properties or assets of DT or any of its Significant Subsidiaries or Merger Sub pursuant to, or result in the loss of any material benefit or right, including the benefit of any standstill agreement, or result in an acceleration of any rights or amounts due resulting from a change of control or otherwise, or require the consent of any other party to, any contract, instrument, Permit, license or franchise to which DT or any of its Significant Subsidiaries or Merger Sub is a party or by which DT or any of such Subsidiaries or Merger Sub, or any of their respective property is bound or affected, except, in the case of clauses (ii), (iii) and (iv) above, for conflicts, violations, breaches, defaults, rights, results or consents which, individually or in the aggregate, would not have a Material Adverse Effect on DT.

(b) Except for applicable requirements, if any, of state, local, or foreign regulatory laws and commissions, the FCC, the Exchange Act, the premerger notification requirements of the HSR Act, Council Regulation (EEC) No. 4064/89, if required, filing of a notice pursuant to Section 721 of Exon-Florio, filing and recordation of appropriate merger or other documents as required by Delaware Law and any filings required pursuant to any state securities or "blue sky" laws or the rules of any applicable stock exchanges (the "**DT Required Approvals**" and together with the Voicestream Required Approvals, the "**Required Regulatory Approvals**"), neither DT nor any of its Subsidiaries nor Merger Sub is required to submit any notice, report or other filing with any Governmental or Regulatory Authority in connection with the execution, delivery or performance of this Agreement, the Stockholders Agreement and the DT Financing Agreements, as applicable. Except as set forth in the immediately preceding sentence, no waiver, consent, approval or authorization of any Governmental or Regulatory Authority is required to be obtained by DT or any of its Subsidiaries in connection with its execution, delivery or performance of this Agreement, the Stockholders Agreement and the DT Financing Agreements.

SECTION 3.06. *SEC Filings; Financial Statements.* (a) DT has filed all forms, reports and documents required to be filed with the SEC since January 1, 1999, and has heretofore made available to Voicestream, in the form filed with the SEC, together with any amendments and exhibits thereto, (i) its Annual Report on Form 20-F for the fiscal year ended December 31, 1999, and (ii) all other reports or registration statements filed by DT with the SEC since January 1, 1999 (collectively, the "**DT SEC Reports**"). The DT SEC Reports (i) were prepared substantially in accordance with the requirements of the Securities Act or the Exchange Act, as the case may be, and the rules and regulations promulgated

under each of such respective acts, and (ii) did not at the time they were filed contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(b) The financial statements (the “DT Financial Statements”), including all related notes and schedules, contained in the DT SEC Reports (or incorporated by reference therein) fairly present the consolidated financial position of DT and its Subsidiaries as at the respective dates thereof and the consolidated results of operations and cash flows of DT and its Subsidiaries for the periods indicated in accordance with generally accepted accounting principles in Germany (with a reconciliation to GAAP in accordance with SEC rules) applied on a consistent basis throughout the periods involved (except for changes as disclosed in the notes thereto) and subject in the case of interim financial statements to normal year-end adjustments.

SECTION 3.07. *Absence of Certain Changes or Events.* Except as permitted by this Agreement or consented to by Voicestream hereunder, (a) since December 31, 1999, there has not been any Material Adverse Effect on DT, and (b) DT and its Subsidiaries, taken as a whole, have not incurred since December 31, 1999 any material liabilities or obligations except (i) liabilities or obligations (1) which are accrued or reserved against in the DT Financial Statements or reflected in the notes thereto or (2) which were incurred after December 31, 1999 in the ordinary course of business and consistent with past practices, (ii) liabilities or obligations which have been discharged or paid in full prior to the date hereof in the ordinary course of business, and (iii) liabilities and obligations which are of a nature not required to be reflected in the consolidated financial statements of DT and its Subsidiaries prepared in accordance with GAAP.

SECTION 3.08. *Litigation.* As of the date hereof, there are no claims, actions, suits, proceedings or investigations pending or, to DT's Knowledge, threatened against DT or any of its Subsidiaries, or any properties or rights of DT or any of its Subsidiaries, before any Governmental or Regulatory Authority that would reasonably be expected to result in an adverse judgment or determination against DT or any of its Subsidiaries, except for those that are not, individually or in the aggregate, reasonably likely to have a Material Adverse Effect on DT or prevent DT from consummating the transactions contemplated by this Agreement except as set forth on Schedule 3.08 hereof.

SECTION 3.09. *No Violation of Law.* The business of DT and its Subsidiaries is not being conducted in violation of any Legal Requirements or in violation of any Permits, except for possible violations none of which, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect on DT. Except as disclosed in DT SEC Reports filed prior to the date hereof and as set forth on Schedule 3.09 hereto, as of the date hereof, no investigation, review or proceeding by any Governmental or Regulatory Authority (including, without limitation, any stock exchange or other self-regulatory body) with respect to DT or its Subsidiaries in relation to any alleged violation of law or regulation is pending or, to DT's Knowledge, threatened, nor has any Governmental or Regulatory Authority (including, without limitation, any stock exchange or other self-regulatory body) indicated in writing an intention to conduct the same, except for such investigations which, if they resulted in adverse findings, would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on DT. None of the representations and warranties made in this Section 3.09 are being made with respect to Environmental Laws.

SECTION 3.10. *Information Provided by DT.* None of the information supplied or to be supplied by or on behalf of DT for inclusion or incorporation by reference in the Registration Statement will, at the time the Registration Statement becomes effective under the Securities Act, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. None of the information supplied or to be supplied by or on behalf of DT for inclusion or incorporation by reference in the Voicestream Proxy Statement will, at the date mailed to stockholders of Voicestream and at the times of the Voicestream Stockholders' Meeting, contain any untrue statement of a material fact or omit to state

any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. The Registration Statement (except for information relating solely to Voicestream) will comply as to form in all material respects with the provisions of the Securities Act and the rules and regulations promulgated thereunder. None of the information supplied or to be supplied by or on behalf of DT for inclusion or incorporation by reference in the German Listing Prospectus will, at the time the German Listing Prospectus is published, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. None of the information supplied or to be supplied by or on behalf of DT for inclusion or incorporation by reference in the auditor's report to be prepared pursuant to Section 183(3) of the German Act will, at the time the report is filed with the Commercial Register, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statement therein, in light of the circumstances under which they were made, not misleading.

SECTION 3.11. *Environmental Matters.* Except for such matters that, individually or in the aggregate, are not reasonably likely to have a Material Adverse Effect on DT, or would not otherwise require disclosure pursuant to the Securities Act, or are listed on Schedule 3.11 hereto, (i) each of DT and its Subsidiaries has complied and is in compliance with all applicable Environmental Laws (as defined below); (ii) the properties currently owned or operated by it or any of its Subsidiaries (including soils, groundwater, surface water, buildings or other structures) are not contaminated with any Hazardous Substances (as defined below); (iii) to DT's Knowledge, no Hazardous Substances were present, disposed, released or otherwise deposited on, under, at or from the properties formerly owned or operated by it or any of its Subsidiaries during the period of ownership or operation by it or any of its Subsidiaries; (iv) to DT's Knowledge, neither it nor any of its Subsidiaries is subject to liability for any Hazardous Substance disposal or contamination on any third party property; (v) neither it nor any of its Subsidiaries has received any notice, demand, threat, letter, claim or request for information alleging that it or any of its Subsidiaries may be in violation of or liable under any Environmental Law (including any claims relating to electromagnetic fields or microwave transmissions); and (vi) to DT's Knowledge, neither it nor any of its Subsidiaries is subject to any orders, decrees, injunctions or other arrangements (other than those of general applicability not specifically related to DT) with any Governmental or Regulatory Authority or is subject to any indemnity or other agreement with any third party relating to liability under any Environmental Law or relating to Hazardous Substances, except for such agreements entered into by DT in the ordinary course of business.

SECTION 3.12. *Board Action; Vote Required.* (a) The Management Board (VORSTAND) and the Supervisory Board (AUFSICHTSRAT) of DT have determined that the transactions contemplated by this Agreement, the Stockholders Agreement and the DT Financing Agreements are advisable and in the best interests of DT and its shareholders.

(b) No vote of holders of any class or series of DT capital stock, including, without limitation, holders of DT Ordinary Shares or DT Depositary Shares, is required for the approval or entering into of this Agreement or the DT Financing Agreements or the consummation of the transactions contemplated hereby and thereby, including the Merger.

SECTION 3.13. *Brokers.* Except for Donaldson, Lufkin & Jenrette and Dresdner Kleinwort Benson, or as indicated in writing to Voicestream on or prior to February 8, 2001, no broker, finder or investment banker is entitled to any brokerage, finder's or investment banking fee in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of DT or any of its Subsidiaries.

SECTION 3.14. *Tax Matters.* Except as set forth on Schedule 3.15 attached hereto and except to the extent that the failure of the following representations to be true, whether considered individually or in the aggregate, would not have a Material Adverse Effect on DT:

(a) All Tax Returns required to be filed by DT or its Subsidiaries on or prior to the Effective Time have been or will be timely filed with the appropriate Governmental or Regulatory Authorities

and are or will be correct in all respects, and all Taxes due by DT or its Subsidiaries on or prior to the Effective Time have been, or will be, timely paid;

(b) The assets of DT do not consist wholly or principally of immovable property situated within Germany within the meaning of Article 13(2)(b) of the Income Tax Treaty between Germany and the United States;

(c) There are no liens (except for statutory liens for current Taxes not yet due and payable) against any domestic or foreign assets of DT or any of its Subsidiaries resulting from any unpaid Taxes;

(d) No audit or other proceeding with respect to Taxes due from DT or any of its Subsidiaries, or any Tax Return of DT or any of its Subsidiaries, is pending, threatened in writing, or being conducted by any Governmental or Regulatory Authority;

(e) No extension of the statute of limitations on the assessment of any Taxes has been granted by DT or any of its Subsidiaries and is currently in effect;

(f) Neither DT nor any of its Subsidiaries has taken any action or knows of any fact that is reasonably likely to (i) prevent or impede the Merger from qualifying as a reorganization within the meaning of Section 368(a) of the Code, or (ii) cause the stockholders of Voicestream, other than any such stockholder that would be a "five-percent transferee shareholder" of DT (within the meaning of U.S. Treasury Regulations Section 1.367(a)-3(c)(5)) following the Merger, to recognize gain pursuant to Section 367(a) of the Code; and

(g) DT is not aware of any German withholding taxes that would be applicable to any Merger Consideration to be received in the Merger by Voicestream stockholders other than in their capacity as employees of Voicestream prior to the Effective Time. Except to the extent required under the Code, or any provision of state, local or non-U.S. (other than German) tax law, and in the case of withholding or deduction pursuant to German tax law, except to the extent required solely as a result of a change in law, including, without limitation, an administrative action by a German taxing authority or change, amendment to, or clarification of an official position or an official interpretation, occurring after the date of this Agreement, neither the Escrow Agent nor DT will deduct or withhold any amount on account of Taxes (other than stock transfer, stamp taxes, or any other similar Taxes) from the consideration otherwise payable pursuant to this Agreement. To the extent that amounts are so withheld by the Escrow Agent or DT, as the case may be, such withholdings shall be treated for all purposes of this Agreement as having been paid to the Shareholders in respect of which such deduction and withholding was made by the Escrow Agent or DT, as the case may be.

SECTION 3.15. *Ownership of Securities.* Except pursuant to the Stockholders Agreements, the DT Financing Agreements or as set forth on Schedule 3.16, as of the date hereof, neither DT nor, to DT's Knowledge, any of its Subsidiaries, beneficially owns, directly or indirectly, or is party to any agreement, arrangement or understanding for the purpose of acquiring, holding, voting or disposing of, in each case, shares of capital stock of Voicestream (other than shares held by DT Benefit Plans). Except as set forth on Schedule 3.16 hereto, DT owns no shares of Voicestream Common Stock which would constitute Disqualified Shares.

SECTION 3.16. *Certain Contracts.* All material contracts required to be filed by DT pursuant to Item 19(b) of Form 20-F and Instruction B.2 thereto, have been filed as exhibits to, or incorporated by reference in, a DT SEC Report filed after December 31, 1999.

SECTION 3.17. *Licenses.* DT and each of its Subsidiaries are the authorized legal holders or otherwise have rights to all material Permits and licenses and operating rights necessary for the operation of their business as presently operated, except for such failures as would not reasonably be expected to have a Material Adverse Effect on DT (collectively, the "DT Licenses"). As of the date hereof there is not pending and, to DT's Knowledge, there is not threatened, any action by or before any Governmental or

Regulatory Authority to revoke, suspend, cancel, rescind or modify in any material respect any of the DT Licenses which action would reasonably be expected to have a Material Adverse Effect on DT.

ARTICLE 4

CONDUCT OF BUSINESS PENDING THE MERGER

SECTION 4.01. *Conduct of Business in the Ordinary Course.* Voicestream covenants and agrees with DT that, between the date hereof and the Effective Time, except as described on Schedule 4.01 or as otherwise expressly contemplated hereby, the business of Voicestream and its Subsidiaries shall be conducted only in, and such entities shall not take any action except in, the ordinary course of business; and Voicestream for itself and on behalf of its Subsidiaries agrees with DT to use its commercially reasonable efforts to preserve substantially intact their business organizations, to keep available the services of those of their present officers, employees and consultants who are integral to the operation of their businesses as presently conducted and to preserve their present relationships with significant customers and suppliers and with other persons with whom they have significant business relations; *provided, however*, that no action by Voicestream or its Subsidiaries with respect to matters specifically addressed by any other provision of this Section 4.01 or Section 5.15 shall be deemed a breach of this sentence unless such action would constitute a breach of such other provision. Except as set forth on Schedule 4.01 or as otherwise expressly contemplated by this Agreement (including Section 1.07), Voicestream agrees with DT, on behalf of itself and its Subsidiaries, that they will not, between the date hereof and the Effective Time directly or indirectly, do any of the following without the prior written consent of DT:

(a) (i) issue, sell, pledge, dispose of, encumber, authorize, or propose the issuance, sale, pledge, disposition, encumbrance or authorization of any shares of capital stock of any class, or any options, warrants, convertible securities or other rights of any kind to acquire any shares of capital stock of, or any other ownership interest in, Voicestream or any of its Subsidiaries, except for (A) the issuance of Voicestream Common Shares upon exercise of such rights existing on the date hereof in amounts not exceeding the amounts set forth in Schedule 4.01(a)(i)(A), (B) grants of stock options with respect to Voicestream Common Shares to employees or directors, *provided* such grants shall not exceed 1,500,000 Voicestream Common Shares in the aggregate and, *provided further*, that the consummation of the transactions contemplated by this Agreement will not constitute a change in control with respect to any such newly granted options, (C) issuances of equity securities in respect of options, warrants, convertible securities or other rights of any kind to acquire equity securities of any Person that is the subject of an Acquisition permitted by Section 5.15, (D) the issuance of securities by a Subsidiary to any Person which is directly or indirectly wholly owned by Voicestream, (E) liens granted to secure indebtedness permitted by Section 4.01 or in connection with Acquisitions permitted by Section 5.15, (F) issuances of Voicestream Common Shares upon (1) conversion of the 2½% Convertible Preferred Stock in accordance with the terms of such stock as in effect on the date hereof, (2) conversion of the 7% Convertible Preferred Shares in accordance with the terms of such stock as of the date hereof, (3) exercise of the Warrants in accordance with the terms of such Warrants as in effect on the date hereof and/or (4) exercise of the Cook Inlet Partners' exchange rights as in effect on the date hereof; (G) the sale of shares of capital stock pursuant to the exercise of Voicestream Options if necessary to effectuate an optionee direction upon exercise or for withholding, (H) issuance of shares of capital stock under Voicestream's Employee Stock Purchase Plan which shares are acquired by Voicestream in accordance with clause (iv)(B); (ii) amend or propose to amend the Certificate of Incorporation or Bylaws (or other comparable organizational document) or any certificate of designation of Voicestream, or adopt, amend or propose to amend any stockholder right plan or related rights agreement; (iii) split, combine or reclassify any outstanding shares of Voicestream Common Shares, or declare, set aside or pay any dividend or distribution payable in cash, stock, property or otherwise with respect to shares of Voicestream Common Shares; or (iv) redeem, purchase or otherwise acquire or offer to redeem, purchase or otherwise acquire any shares of its capital stock, except that Voicestream shall be permitted to acquire shares of Voicestream Common Shares, from time to time (A) as permitted by or in accordance with

Article IX of Voicestream's certificate of incorporation and (B) in open market transactions, consistent with past practice and in compliance with Legal Requirements and the provisions of any applicable employee benefit plan, program or arrangement, for issuance upon the exercise of options and other rights granted, and the lapsing of restrictions, under Voicestream's employee benefit plans, programs and arrangements;

(b) (i) except in connection with Permitted Swaps or Acquisitions pursuant to Section 5.15, acquire (by merger, consolidation, or acquisition of stock or assets) any corporation, partnership or other business organization or division thereof or make or increase any investment in another entity (other than an entity which is a wholly-owned Subsidiary of Voicestream as of the date hereof and other than incorporation of a wholly-owned Subsidiary) other than investments permitted by Schedule 4.01(b); (ii) except in connection with Permitted Swaps or as approved by the Acquisitions Committee (as defined below), except in the ordinary course of business and in a manner consistent with past practice or as may be required by, or in accordance with, law or any Governmental or Regulatory Authority, including to comply with spectrum limitations, in order to permit or facilitate the consummation of the transactions contemplated hereby, sell, pledge, dispose of, or encumber or authorize or propose the sale, pledge, disposition or encumbrance of any assets of Voicestream or any of its Subsidiaries, except for Acquisitions pursuant to Section 5.15; (iii) except in the ordinary course of business and in a manner consistent with past practice and all Legal Requirements and Permits, authorize or make capital expenditures in an aggregate amount not to exceed the aggregate annual amounts set forth in Voicestream's 2000 business plan as provided to DT during the week of June 26, 2000;

(c) incur indebtedness (incremental to that shown on its balance sheet as of March 31, 2000) except (i) pursuant to binding commitments to lend in existence on the date hereof as listed by Schedule 4.01(c), (ii) pursuant to the DT Financing Agreements, (iii) refinancing of existing indebtedness, (iv) in connection with Acquisitions (including assumed indebtedness) permitted by Section 5.15, and (v) additional indebtedness that would be prepayable at the election of Voicestream on or after the Closing Date, the aggregate prepayment penalty of which does not exceed \$25,000,000;

(d) enter into (i) leveraged derivative contracts (defined as contracts that use a factor to multiply the underlying index exposure), or (ii) other derivative contracts except for the purpose of hedging known interest rate and foreign exchange exposures or otherwise reducing Voicestream's cost of financing; *provided, however*, that employee stock ownership plans and other pension and deferred compensation plans of Voicestream may enter into derivative contracts as part of their ordinary course investment strategy;

(e) take any action with respect to the grant of any severance or termination pay, or stay, bonus, or other incentive arrangements (otherwise than pursuant to the Voicestream Benefit Plans and the policies of Voicestream in effect on the date hereof in the ordinary course of Voicestream's business or as otherwise expressly permitted under this Agreement or otherwise in the ordinary course of business and consistent with Voicestream's past practice);

(f) make any payments (except in the ordinary course of business and in amounts and in a manner consistent with past practice or as otherwise required by Legal Requirements or the provisions of any Voicestream Benefit Plan) under any Voicestream Benefit Plan to any director or officer of, or independent contractor or consultant to, Voicestream or any of its Subsidiaries, adopt or otherwise materially amend (except for amendments required by Legal Requirements) any Voicestream Benefit Plan, or enter into or amend any employment or consulting agreement of the type which would be required to be disclosed hereunder pursuant to Section 2.11 or grant or establish any new awards under any such existing Voicestream Benefit Plan (excluding any stock options granted pursuant to Section 4.01(a)) or agreement (except in the ordinary course of business and in amounts and in a manner consistent with past practice and subject to the other provisions of this Section 4.01);

(g) file any amended Tax Returns or settle any Tax audits or other tax proceedings of Voicestream if the result of such amendment or settlement would result in an increase of Voicestream

tax liability in excess of \$15,000,000 or change in any respect (i) its method of tax accounting or tax practice or (ii) its accounting policies, methods or procedures, except as required by GAAP, which in the case of (i) or (ii) would have a Material Adverse Effect on Voicestream;

(h) take any action which would reasonably be expected to materially adversely affect or materially delay the ability of any of the Parties to obtain any Required Regulatory Approval or consummate the transactions contemplated hereby;

(i) take any action that would be reasonably likely to (i) prevent or impede the Merger from qualifying as a reorganization within the meaning of Section 368(a) of the Code or (ii) cause the Stockholders of Voicestream to recognize gain pursuant to Section 367(a) of the Code;

(j) other than pursuant to this Agreement, take any action to cause the Voicestream Common Shares to cease to be quoted on NASDAQ;

(k) (i) grant new Stock Appreciation Rights, new performance shares, restricted stock, or other equity based rights (other than stock options granted pursuant to Section 4.01(a)); (ii) materially modify any actuarial cost method, assumption or practice used in determining benefit obligations, annual expense and funding for any Voicestream Benefit Plan, except to the extent required by GAAP; (iii) materially modify the investment philosophy of the benefit plan trusts or maintain an asset allocation which is not consistent with such philosophy, subject to any ERISA fiduciary obligation; (iv) subject to any ERISA fiduciary obligation, enter into any outsourcing agreement, or any other material contract relating to the Voicestream Benefit Plans or management of the benefit plan trusts; (v) offer any new or extend any existing retirement incentive, "window" or similar benefit program; (vi) grant any ad hoc pension increase; (vii) establish any new or fund any existing "rabbi" or similar trust (except in accordance with the current terms of such trust), or enter into any other arrangement for the purpose of securing non-qualified benefits or deferred compensation; (viii) adopt or implement any corporate owned life insurance; (ix) adopt, implement or maintain any "split dollar" life insurance program; or (x) except as may be required by the terms of any award agreement, accelerate the vesting or payment of any equity or equity-based award or (xi) materially increase the compensation payable to any officer or director (other than for normal compensation increases in the ordinary course of business consistent with past practice);

(l) agree to enter into any merger, reorganization, share exchange, business combination or similar transaction pursuant to which the stockholders of Voicestream will receive any consideration (whether payable in cash, securities, property or other consideration) in exchange for their Voicestream Common Shares;

(m) authorize or enter into (i) any material joint venture (other than Permitted Swaps and other than joint ventures complying with the "designated entity" rules which are required for the completion of any Acquisition permitted pursuant to Section 5.15) or (ii) any agreement (other than in the ordinary course consistent with its past practice in respect of the Cook Inlet Joint Ventures and that does not apply to the business of Voicestream or its Subsidiaries outside the United States) that has a non-competition provision or similar operational restriction applicable to, or could be reasonably anticipated to be applicable to, the business of Voicestream or any of its Subsidiaries and that is reasonably expected to be materially adverse to DT or the mobile telecommunication business of DT after the Effective Time; or

(n) authorize or enter into any contract, agreement, commitment or arrangement with respect to any of the matters prohibited by this Section 4.01.

(o) Notwithstanding anything in this Agreement to the contrary, during the period of time beginning on the later of the Election Deadline and the fifth Business Day prior to the Effective Time and extending until and including the Effective Time, other than the Permitted Stock Dividend, Voicestream shall not take or omit to take any action that could increase the number of Voicestream Common Shares outstanding on a fully diluted basis.

SECTION 4.02. *Conduct of Business by DT.* Except as set forth on Schedule 4.02 hereto or as otherwise expressly contemplated by this Agreement, DT agrees on behalf of itself and its Subsidiaries that they will not, between the date hereof and the Effective Time, directly or indirectly, do any of the following without the prior written consent of Voicestream:

(a) (i) except as may be necessary or required for the purpose of using or increasing any or all of DT's authorized capital (GENEHMIGTES KAPITAL) or necessary for the conduct of its business, amend or propose to amend the Memorandum and Articles of Association (SATZUNG) or Management Board (VORSTAND) Rules of Procedure (GESCHAFTSORDNUNG) (or other comparable organizational document) of DT in any manner that would be adverse to Voicestream or its stockholders; (ii) declare, set aside or pay any dividend or distribution payable in cash, stock, property or otherwise with respect to shares of DT capital stock (other than regular annual cash dividends in a manner consistent with past practice); (iii) repurchase, redeem or otherwise acquire any shares of its capital stock or any securities convertible, exchangeable or exercisable for or into shares of its capital stock, except for repurchases, redemptions or acquisitions not exceeding 10% of the total number of DT Ordinary Shares outstanding as of the date hereof in the aggregate; or (iv) effect any reclassification, recapitalization or restructuring or other similar transaction (other than as permitted in clause (ii) of this Section 4.02(a)) that results in the direct or indirect receipt by holders of DT Ordinary Shares of any assets, property or cash in respect of such DT Ordinary Shares.

(b) take any action that would be reasonably likely to (i) prevent or impede the Merger from qualifying as a reorganization within the meaning of Section 368(a) of the Code; or (ii) cause the stockholders of Voicestream to recognize gain pursuant to Section 367(a) of the Code; or

(c) take any action that would reasonably be likely to (i) materially adversely affect the ability of the Parties to obtain any Required Regulatory Approval or to consummate the transactions contemplated hereby, or (ii) materially delay the ability of any of the Parties to obtain any Required Regulatory Approval or to consummate the transactions contemplated hereby, *provided, however*, that this Section 4.02(c) shall not preclude any acquisitions by DT or any of its Subsidiaries so long as such acquisitions, individually or in the aggregate, are not reasonably likely to prevent the consummation of the Merger.

SECTION 4.03. *No Solicitation.* (a) From and after the date hereof, Voicestream shall not, nor shall it permit any of its Subsidiaries to, nor shall they authorize or instruct any of their respective officers, directors or employees to, and shall use their reasonable efforts to cause any investment banker, financial advisor, attorney, accountants or other representatives retained by them or any of their respective Subsidiaries not to, directly or indirectly through another person, (i) solicit, initiate or knowingly encourage (including by way of furnishing information), or knowingly take any other action designed to facilitate, any Alternative Transaction (as defined below), or (ii) participate in any substantive discussions or negotiations regarding any Alternative Transaction; *provided, however*, that if, at any time prior to the time the Voicestream Stockholders' Approval is obtained, the Board of Directors of Voicestream receives an unsolicited *bona fide* proposal and determines in good faith that providing information to the Third Party (as defined below), making such proposal or participating in negotiations or discussions with the Third Party could be reasonably expected to result in a Voicestream Superior Proposal (as defined below) and if Voicestream is not in breach of its obligations under this Section 4.03, Voicestream may, subject to giving DT 48 hours advance written notice of its intention to do so, (x) furnish information with respect to Voicestream pursuant to a confidentiality agreement from the Third Party substantially similar to the Mutual Nondisclosure Agreement between Voicestream and DT dated as of June 21, 2000 (the "**Confidentiality Agreement**"), and (y) engage in discussions and negotiations with the persons that made such proposal. Voicestream shall promptly notify DT orally and in writing of any request for information or of any proposal in connection with an Alternative Transaction, the material terms and conditions of such request or proposal and the identity of the person making such request or proposal. Voicestream will keep DT informed of the status (including amendments) of such request or proposal on a current basis. Voicestream shall immediately cease and terminate any existing solicitations, discussions or negotiations with any persons conducted heretofore by it or its representatives with respect to the foregoing.

(b) Nothing contained in this Section 4.03 or in Section 5.02 shall prohibit Voicestream (x) from taking and disclosing to its stockholders a position contemplated by Rule 14d-9 or Rule 14e-2(a) promulgated under the Exchange Act, or (y) from making any disclosure to its stockholders if, in the good faith judgment of the Board of Directors of Voicestream, after receipt of advice from outside counsel, failure to disclose would result in a reasonable likelihood that the Board of Directors of Voicestream would breach its duties to Voicestream's stockholders under applicable law.

(c) For purposes of this Agreement, "**Alternative Transaction**" means a proposal or intended proposal, regarding any of (i) a transaction or series of transactions pursuant to which any Person (or group of Persons) other than a Party and its Subsidiaries (a "**Third Party**") acquires or would acquire, directly or indirectly, beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) of more than twenty percent (20%) of the outstanding shares of Voicestream, (ii) any acquisition or proposed acquisition of, or business combination with Voicestream or any of its Significant Subsidiaries, as applicable, by a merger or other business combination (including any so-called "merger-of-equals" and whether or not Voicestream or any of its Significant Subsidiaries, as the case may be, is the entity surviving any such merger or business combination), other than any transaction that would be permitted pursuant to Section 5.15 hereof, or (iii) any other transaction pursuant to which any Third Party acquires or would acquire, directly or indirectly, control of assets (including for this purpose the outstanding equity securities of Subsidiaries of Voicestream and any entity surviving the merger or business combination including any of them) of Voicestream or any of its Subsidiaries, as the case may be, for consideration equal to twenty percent (20%) or more of the fair market value of all of the outstanding shares of Voicestream Common Stock on the date of this Agreement.

SECTION 4.04. *Subsequent Financial Statements.* Voicestream, prior to the Effective Time, will timely file with the SEC each Annual Report on Form 10-K, Quarterly Report on Form 10-Q and Current Report on Form 8-K required to be filed by it under the Exchange Act and the rules and regulations promulgated thereunder and will promptly deliver to DT copies of each such report filed with the SEC. DT will timely file with the SEC each Annual Report on Form 20-F and Report on Form 6-K required to be filed by it under the Exchange Act and the rules and regulations promulgated thereunder and will promptly deliver to Voicestream copies of each such report filed with the SEC. As of their respective dates, none of such reports shall contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The respective audited financial statements and unaudited interim financial statements of each of Voicestream and DT, as the case may be, included in such reports will fairly present the financial position of such Party and its Subsidiaries as at the dates thereof and the results of their operations and cash flows for the periods then ended in accordance with GAAP (with a reconciliation to GAAP in accordance with SEC rules in the case of Voicestream) or generally accepted accounting principles in Germany (in the case of DT) applied on a consistent basis and, subject, in the case of unaudited interim financial statements, to normal year-end adjustments and any other adjustments described therein.

SECTION 4.05. *Control of Operations.* Nothing contained in this Agreement shall give DT, directly or indirectly, the right to control or direct Voicestream's operations prior to the Effective Time. Prior to the Effective Time, Voicestream shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its respective operations.

ARTICLE 5

ADDITIONAL AGREEMENTS

SECTION 5.01. *Voicestream Proxy Statement; the Registration Statement and the German Listing Prospectus.* (a) Each of DT and Voicestream shall cooperate and promptly prepare and DT shall file with the SEC as soon as practicable a Registration Statement on Form F-4 (or any successor form) (the "**Form F-4**") under the Securities Act with respect to the DT Ordinary Shares and the DT Depositary Shares issuable and deliverable pursuant to this Agreement. A portion of the Form F-4 shall serve as a

prospectus with respect to the DT Ordinary Shares and the DT Depositary Shares issuable and deliverable pursuant to the terms of this Agreement and as Voicestream's proxy statement with respect to Voicestream Stockholders' Meeting (the "**Voicestream Proxy Statement**"). DT will cause the Form F-4 to comply as to form in all material respects with the applicable provisions of the Securities Act and the rules and regulations thereunder and Voicestream will cause the Voicestream Proxy Statement to comply as to form in all material respects with the applicable provisions of the Exchange Act and the rules and regulations thereunder. Voicestream and DT shall use their reasonable best efforts to have the Voicestream Proxy Statement and Registration Statement declared effective by the SEC under the Securities Act, and promptly thereafter shall mail to the holders of record of Voicestream Common Shares, the Voicestream Proxy Statement; *provided, however*, that Voicestream shall not mail or otherwise furnish the Voicestream Proxy Statement to its stockholders unless and until:

(i) it has received notice from the SEC that the Registration Statement is effective under the Securities Act;

(ii) Voicestream shall have received a letter of its independent accountants, dated a date within two (2) business days prior to the date of the first mailing of the Voicestream Proxy Statement, and addressed to Voicestream, in form reasonably satisfactory to Voicestream and customary in scope for similar "cold comfort" letters delivered by independent public accountants in connection with registration statements on Form F-4 with respect to the financial statements of DT included in the Voicestream Proxy Statement and the Registration Statement;

(iii) DT shall have received a letter of its independent accountants, dated a date within two (2) business days prior to the date of the first mailing of the Voicestream Proxy Statement, and addressed to DT, in form reasonably satisfactory to DT and customary in scope for similar "cold comfort" letters delivered by independent public accountants in connection with registration statements on Form F-4 with respect to the financial statements of Voicestream included in the Voicestream Proxy Statement and the Registration Statement.

DT shall use reasonable best efforts to obtain prior to the effective date of the Form F-4, all necessary state securities law or "Blue Sky" permits or approvals required to effect the transactions contemplated by this Agreement. DT will advise Voicestream, promptly after it receives notice, of the time when the Form F-4 has become effective or any supplement or amendment has been filed, the issuance of any stop order or the suspension of the qualification of the DT Depositary Shares or DT Ordinary Shares issuable and deliverable in connection with the Merger for offering or sale in any jurisdiction.

(b) DT and Voicestream will cooperate in (i) the preparation of the Voicestream Proxy Statement and the Registration Statement and in having the Registration Statement declared effective as soon as practicable and (ii) the preparation and filing of the German Listing Prospectus with the FSE and the auditor's report with the Commercial Register.

SECTION 5.02. *Voicestream Stockholders' Meeting and Consummation of the Merger.* (a) As promptly as practicable after the Registration Statement is declared effective under the Securities Act, Voicestream shall duly give notice of, convene and hold a meeting of its stockholders (the "**Voicestream Stockholders' Meeting**") in accordance with Delaware Law for the purposes of obtaining the Voicestream Stockholder Approval and shall, subject to the provisions of Section 5.02(b) hereof, through its Board of Directors, recommend to its stockholders the approval and adoption of this Agreement and use its reasonable best efforts to obtain the Voicestream Stockholder Approval.

(b) Neither the Board of Directors of Voicestream nor any committee thereof shall (i) except as expressly permitted by this Section 5.02(b), withdraw, qualify or modify, or propose publicly to withdraw, qualify or modify, in a manner adverse to DT, the approval or recommendation of such Board of Directors or such committee of this Agreement, the Merger and the other transactions contemplated hereby, (ii) approve or recommend, or propose publicly to approve or recommend, any Alternative Transaction, or (iii) cause Voicestream to enter into any letter of intent, agreement in principle, acquisition agreement or other similar agreement for any Alternative Transaction (each, a "**Voicestream Acquisition Agreement**").

Notwithstanding the foregoing, in the event that prior to the time the Voicestream Stockholder Approval is obtained, Voicestream receives a Superior Proposal (as defined below), the Board of Directors of Voicestream may (subject to this and the following sentences) (A) inform Voicestream stockholders that it no longer recommends Voicestream Stockholder Approval (a "**Subsequent Determination**"), but only at a time that is after the second Business Day following DT's receipt of written notice advising DT that the Board of Directors of Voicestream has received a Superior Proposal specifying the material terms and conditions of such Superior Proposal (and including a copy or draft copy thereof with all accompanying documentation or draft documentation, if in writing), identifying the Person making such Superior Proposal and stating that it intends to make a Subsequent Determination. After providing such notice, Voicestream shall provide a reasonable opportunity to DT to make such adjustments in the terms and conditions of this Agreement as would enable Voicestream to proceed with its recommendation to its stockholders without a Subsequent Determination; *provided, however*, that any such adjustment shall be at the discretion of Voicestream and DT at the time. For purposes of this Agreement, a "**Superior Proposal**" means any proposal (on its most recently amended or modified terms, if amended or modified) made by a Third Party to enter into an Alternative Transaction which the Board of Directors of Voicestream determines in its good faith judgment to be more favorable to Voicestream's stockholders than the transactions contemplated by this Agreement. Voicestream shall submit this Agreement to its stockholders at the Voicestream Stockholders' Meeting even if the Board of Directors of Voicestream shall have made a Subsequent Determination.

SECTION 5.03. *Cook Inlet.* Voicestream shall not agree to any modification of the existing exchange rights agreements relating to the Cook Inlet Joint Ventures that would (i) prior to the Effective Date, increase the number of Voicestream Common Shares issuable to the Cook Inlet Joint Ventures upon exercise of their exchange rights in excess of the maximum number of shares set forth on Schedule 2.03(f) on and after the Effective Date, increase the number of DT Ordinary Shares or DT Depositary Shares issuable to the Cook Inlet Joint Ventures upon exercise of their exchange rights.

SECTION 5.04. *Notification of Certain Matters.* Each of Voicestream and DT shall give prompt notice to each other of the following:

(a) the occurrence or nonoccurrence of any event whose occurrence or nonoccurrence would be likely to cause either (i) any representation or warranty contained in this Agreement of such Party to be untrue, inaccurate or incomplete in any material respect at any time from the date hereof to the Effective Time if such failure to be true, accurate or complete would cause the condition set forth in Section 6.02(a) or 6.03(a) not to be satisfied, in which case the Party required to give prompt notice thereof shall promptly update and deliver to the others any Schedules hereto which require an update to remain true, accurate and correct or (ii) directly or indirectly, any Material Adverse Effect on such Party;

(b) any material failure of such Party, or any officer, director, employee or agent of any thereof, to comply with or satisfy any covenant or agreement to be complied with or satisfied by it hereunder (if such failure would cause the condition set forth in Section 6.02(b) or 6.03(b) not to be satisfied);

(c) any facts relating to such Party which would make it necessary or advisable to amend the Voicestream Proxy Statement or the Registration Statement in order to make the statements therein not misleading or to comply with applicable law; *provided, however*, that the delivery of any notice pursuant to this Section 5.04 shall not limit or otherwise affect the remedies available hereunder to the Parties receiving such notice;

(d) Promptly upon receipt by Voicestream from any Voicestream stockholder who is a party to the Stockholder Agreements of a proxy card sent to the Voicestream stockholders with the Voicestream Proxy Statement and in accordance with Section 5 of the Stockholders Agreements, but in no event later than the second Business Day following such receipt or, if such receipt is on or after the fifth Business Day prior to the Closing, then on the date of such receipt, Voicestream shall notify DT orally of its receipt and provide DT with copy of such proxy card; and

(e) Voicestream will not settle any claim with respect to Section 1.19 and 1.20 the Tax Sharing Agreement (the “**355 Provisions**”) or amend, modify or terminate the 355 Provisions without the prior written consent of DT. Voicestream will promptly provide DT with any notice of indemnification claim or other notice of communication with respect to or under the Tax Sharing Agreement with respect to the 355 Provisions. Voicestream will use its reasonable best efforts to permit DT to participate in the negotiation, resolution, settlement and contest of any claim or tax refund related to any items for which Voicestream has sole indemnification responsibility under the Section 355 Provisions.

SECTION 5.05. *Access to Information.* (a) Each of Voicestream and DT shall, and shall cause its respective Subsidiaries, and its and their officers, directors, employees, auditors, counsel and agents to afford the officers, employees, auditors, counsel and agents of the other Parties reasonable access during regular business hours to such Party’s and its Subsidiaries’ officers, employees, auditors, counsel, agents, properties, offices and other facilities and to all of their respective books and records, and shall furnish the other with all financial, operating and other data and information as such other Parties may reasonably request. Notwithstanding the foregoing, neither Voicestream nor DT shall be required to provide any information which it reasonably believes it may not provide to the other Party by reason of any Legal Requirements or other applicable law, rules or regulations, which constitutes information protected by attorney/client privilege, or which it or any of its Subsidiaries is required to keep confidential by reason of contract, agreement or understanding with third parties.

(b) Each of Voicestream and DT agrees that all non-public, confidential information so received from any other Party shall be deemed received pursuant to the Confidentiality Agreement and shall cause its Subsidiaries and each of its and their respective officers, directors, employees, financial advisors, attorneys, accountants, consultants and agents (“**Party Representatives**”) to, comply with the provisions of the Confidentiality Agreement with respect to such information, and the provisions of the Confidentiality Agreement are hereby incorporated herein by reference with the same effect as if fully set forth herein.

SECTION 5.06. *Public Announcements.* Voicestream and DT shall develop a joint communications plan and each Party shall, except as otherwise required by any Legal Requirement, use its reasonable best efforts to ensure that all press releases and other public statements with respect to the transactions contemplated hereby shall be consistent with such joint communications plan or, to the extent inconsistent therewith, shall have received the prior written approval of the other Parties.

SECTION 5.07. *Cooperation.* (a) Upon the terms and subject to the conditions hereof, each of Voicestream and DT agrees, and agrees to cooperate with each other, (w) to take or cause to be taken all actions and to do or cause to be done all things necessary, proper or advisable to consummate the transactions contemplated by this Agreement (including all actions expected to be taken after the Effective Time in connection with the actions contemplated by Section 1.04), (x) to obtain in a timely manner all necessary Permits or waivers, from, approvals or consents of, or declarations, registrations or filings with, and all expirations of waiting periods imposed by, any Governmental or Regulatory Authority which are necessary for the consummation of the transactions contemplated hereby, (y) to promptly (1) prepare and file a Premerger Notification in accordance with the HSR Act, comply with any requests for additional information, and obtain termination of the waiting period thereunder as promptly as practicable, (2) prepare and file all required notifications, if any, under Council Regulation (EEC) No. 4064/89, and obtain the approval of the Council of the European Union to the transactions contemplated by this Agreement, if required, and (3) file a notice pursuant to Section 721 of Exon-Florio, and (z) to take all actions within its control necessary to obtain any Required Regulatory Approvals necessary to consummate the transactions contemplated hereby; *provided, however*, that nothing in this sentence of Section 5.07(a) shall require DT or Voicestream to take any action that would result in a Burdensome Condition;

(b) Each of Voicestream and DT agrees to cooperate with each other (1) to respond to inquiries from, and to make presentations to, Governmental or Regulatory Authorities; and (2) to promptly inform the others of any material oral or written communication received by such Party from, or given by such Party to, any Governmental or Regulatory Authority, and of any material communication received or given

in connection with any proceeding by a private Party, in each case regarding the relevant transactions. Voicestream and DT agree to consult with each other in advance of any meeting or conference with, or of making any filing or other written submission to, any such Governmental or Regulatory Authority, and to the extent permitted by the applicable Governmental or Regulatory Authority, give the others the opportunity to attend and participate in such meetings and conferences, or to review and approve any such filing or other written submission, in each case regarding the relevant transactions.

(c) Each of Voicestream and DT shall cooperate with each other to eliminate or reduce to the extent possible any illegality, forfeiture or loss on the part of DT, Voicestream or their respective Subsidiaries that may result from the consummation of the transactions contemplated hereby.

(d) Each of Voicestream and DT hereby agrees to cooperate with the other party, and to cause its officers, directors and independent accountants to cooperate with the other party, to do or cause to be done all things reasonably requested by the other party (including, without limitation, providing such information as may reasonably be requested to permit pro forma financial statements after giving effect to the Merger to be produced) in order to facilitate any financing, acquisition or capital markets transaction to be entered into by either Party after the date hereof.

(e) Voicestream hereby agrees to use reasonable best efforts, in consultation with DT, to obtain all waivers and consents that may be required from any parties to any Voicestream Contract, including, without limitation, from lenders and other financing sources of Voicestream and its Subsidiaries, in connection with this Agreement, the Stockholders Agreements, the DT Financing Agreements and the transactions contemplated hereby and thereby.

(f) Voicestream hereby agrees, from the date hereof until the Closing, to take any and all actions that are required to be taken prior to the Effective Time pursuant to any Voicestream Contract or other agreement, including, without limitation, any debt instruments, including credit agreements and indentures, to which Voicestream or any of its Significant Subsidiaries or any Cook Inlet Joint Venture is a party and to make any offer to purchase any securities required to be made, as a result of the execution and delivery of this Agreement, the Stockholders Agreements and the DT Financing Agreements.

SECTION 5.08. Indemnification, Directors' and Officers' Insurance. (a) For a period of six (6) years after the Effective Time, the Surviving Corporation (i) shall maintain in effect the current provisions regarding indemnification of officers and directors contained in the charter and bylaws of Voicestream and each of its Subsidiaries and any directors, officers or employees indemnification agreements of Voicestream and its Subsidiaries, (ii) shall maintain in effect the current policies of directors' and officers' liability insurance and fiduciary liability insurance maintained by Voicestream ("**D&O Insurance**") (provided that the Surviving Corporation may substitute therefor policies of at least the same coverage and amounts containing terms and conditions which are, in the aggregate, no less advantageous to the insured), with respect to claims arising from facts or events which occurred on or before the Effective Time, *provided, however*, if the existing D&O Insurance expires, is terminated or cancelled, or if the annual premium therefor is increased to an amount in excess of 250% of the last annual premium paid prior to the date hereof, in each case during such six year period, the Surviving Corporation will use its best efforts to obtain D&O Insurance in an amount and scope as great as can be obtained for the remainder of such period for a premium not in excess (on an annualized basis) of 250% of the Current Premium, and (iii) shall indemnify the directors and officers of Voicestream to the fullest extent to which Voicestream is permitted to indemnify such officers and directors under their respective charters and bylaws and applicable law.

(b) Without limiting Section 5.08(a), after the Effective Time, each of DT and the Surviving Corporation shall, to the fullest extent permitted under applicable law, indemnify and hold harmless, each present and former director, officer, employee and agent of Voicestream or any of its Subsidiaries (each, together with such person's heirs, executors or administrators, an "**Indemnified Party**" and collectively, the "**Indemnified Parties**") against any costs or expenses (including attorneys' fees), judgments, fines, losses, claims, damages, liabilities and amounts paid in settlement in connection with any actual or threatened claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative,

arising out of, relating to or in connection with any action or omission occurring or alleged to occur prior to the Effective Time (including, without limitation, acts or omissions in connection with such persons serving as an officer, director or other fiduciary in any entity if such service was at the request or for the benefit of Voicestream) or arising out of or pertaining to this Agreement, the Merger and the other transactions contemplated by this Agreement and the DT Financing Agreements. In the event of any such actual or threatened claim, action, suit, proceeding or investigation (whether arising before or after the Effective Time), (i) DT and the Surviving Corporation, as the case may be, shall pay the reasonable fees and out of pocket expenses of counsel selected by the Indemnified Parties, which counsel shall be reasonably satisfactory to DT and the Surviving Corporation, promptly after statements therefor are received and shall pay all other reasonable out of pocket expenses in advance of the final disposition of such action, (ii) DT and the Surviving Corporation will cooperate and use all reasonable efforts to assist in the vigorous defense of any such matter, and (iii) to the extent any determination is required to be made with respect to whether an Indemnified Party's conduct complies with the standards set forth under Delaware Law and DT's or the Surviving Corporation's respective articles of incorporation or bylaws, such determination shall be made by independent legal counsel acceptable to DT or the Surviving Corporation, as the case may be, and the Indemnified Party; *provided, however*, that neither DT nor the Surviving Corporation shall be liable for any settlement effected without its written consent (which consent shall not be unreasonably withheld). The Indemnified Parties as a group may not retain more than one law firm to represent them with respect to each matter unless there is, under applicable standards of professional conduct, a conflict on any significant issue between the positions of any two or more Indemnified Parties.

SECTION 5.09. *Stock Exchange Listings/Establishment of DT Depositary Shares.* DT will take all steps necessary for the listing and authorization for listing on the FSE and the NYSE (subject to official notice of issuance) of the DT Ordinary Shares and the DT Depositary Shares, respectively, to be issued pursuant to the Merger.

SECTION 5.10. *No Shelf Registration.* DT shall not be required to amend or maintain the effectiveness of the Registration Statement for the purpose of permitting resale of the shares of DT received pursuant hereto by the Persons who may be deemed to be "affiliates" of Voicestream within the meaning of Rule 145 promulgated under the Securities Act. The DT Ordinary Shares issuable upon exercise of options pursuant to Section 1.05 hereof shall be registered under the Securities Act and such registration shall be effective at the time of issuance.

SECTION 5.11. *Affiliates.* Voicestream (i) shall deliver to DT not later than the 30th day after the date of this Agreement a list of all persons who are, as of the date hereof its Affiliates for purposes of Rule 145 under the Securities Act, and (ii) shall use its reasonable best efforts to cause each person who is identified as its "affiliate" on Schedule 5.11 to deliver to DT as promptly as practicable but in no event later than the Closing Date, a signed agreement substantially in the form of Exhibit A. Voicestream shall notify DT from time to time of any other persons who then are such an "affiliate" of Voicestream and use its reasonable best efforts to cause each additional person who is identified as such an "affiliate" to execute a signed agreement as set forth in this Section 5.11.

SECTION 5.12. *Blue Sky.* DT will use its reasonable best efforts to obtain prior to the Effective Time all necessary state securities or "blue sky" Permits and approvals or similar foreign approvals required to permit the distribution of the DT Depositary Shares and the DT Ordinary Shares to be issued in accordance with the provisions of this Agreement, and Voicestream will provide any reasonably requested cooperation in connection therewith.

SECTION 5.13. *Tax-Free Merger.* Each of the Parties will use its reasonable best efforts, and each agrees to cooperate with the other Parties and provide one another with such documentation, information and materials, as may be reasonably necessary, proper or advisable, to (i) cause the Merger to qualify as a reorganization within the meaning of Section 368(a) of the Code and (ii) avoid gain recognition to the Stockholders of Voicestream pursuant to Section 367(a) of the Code.

SECTION 5.14. *Interim Dividend Policy.* Other than the Permitted Stock Dividend, Voicestream shall not, without the prior written consent of DT, declare, set aside or pay any dividend or distribution payable in cash, stock, property or otherwise with respect to shares of Voicestream Common Stock.

SECTION 5.15. *Permitted Acquisitions.* (a) Voicestream and its Subsidiaries may only engage in an acquisition transaction taking the form of a stock acquisition, asset acquisition, merger or similar type or form of transaction, including, without limitation, any transaction pursuant to which Voicestream would propose to acquire, directly or indirectly, any additional FCC licenses, and may only make investments in other Persons (collectively, "**Acquisitions**") subject to the provisions of this Section 5.15 and subject to the provisions of Sections 4.01(h), (i) and (m). Subject to Sections 4.01(h), (i) and (m), Voicestream and its Subsidiaries may engage in (A) Acquisitions in accordance with Section 5.15(b), (B) Acquisitions without DT's consent, provided that the aggregate value of the consideration payable by Voicestream and any of its Subsidiaries in respect of any Acquisition pursuant to this clause (B) shall not exceed \$500 million (including assumption of debt) and in respect of all Acquisitions pursuant to this clause (B) shall not exceed in the aggregate \$750 million (including assumptions of debt), and, *provided further*, that, without consent of the Acquisitions Committee (as hereinafter defined), none of such Acquisitions include shares of Voicestream or any of its Subsidiaries as consideration for the transaction, and (C) Acquisitions permitted (or deemed permitted) by the Acquisitions Committee. The Acquisitions Committee shall consist of the individuals listed on Schedule 5.15(C). If Voicestream desires to make or engage in an Acquisition requiring consent of the Acquisitions Committee, it shall notify (a "**Proposed Acquisition Notice**") the Acquisitions Committee in writing (care of the office of the Chairman of the Acquisitions Committee) of such proposed Acquisition (a "**Proposed Acquisition**"). The Proposed Acquisition Notice shall include or be preceded by a copy of the material information upon which senior management of Voicestream relied in determining that Voicestream should pursue the Proposed Acquisition. Unless the Acquisitions Committee denies permission in writing (in care of the office of Voicestream's Chief Executive Officer) which is received within five (5) Business Days of receipt of the Proposed Acquisition Notice, the Proposed Acquisition shall be deemed to have been consented to and permitted by this Section 5.15 and for all purposes under this Agreement (and shall not count toward the individual or aggregate dollar limitation set forth in clause (B) of this Section 5.15(a) nor shall any securities issued in connection therewith be deemed to breach any restriction contained in Section 4.01. DT agrees and acknowledges that if the Acquisitions Committee denies Voicestream permission to proceed with any Proposed Acquisition, thereafter any officer, director, stockholder or Affiliate of Voicestream (other than any of Voicestream's Subsidiaries), or any group or combination of them, may pursue or engage in such Proposed Acquisition for his, its or their own account. The Acquisitions Committee shall also, from time to time, consider the capital structure of Voicestream.

(b) In the event that Voicestream determines to participate in any auction of spectrum or airwave rights or licenses conducted during the period from the date hereof until the Effective Time or the termination of this Agreement (an "**Auction**"), then management of Voicestream shall work with the Acquisitions Committee to develop, not later than the tenth Business Day prior to the date the short form application related to such Auction is due, a schedule (a "**Bid Schedule**") of maximum amounts that Voicestream shall be permitted to bid in such Auction, which shall set forth both a maximum bid per license or market (as applicable), and an aggregate maximum for the entire Auction. In the event that, in the course of an Auction, Voicestream desires to bid in excess of the maximum bid permitted in the Bid Schedule for any market or license, as applicable, or the maximum aggregate of all bids, Voicestream may do so only with the consent of any one of the members of the Acquisitions Committee (which consent may be sought and/or granted by telephone). Unless any of the members of the Acquisitions Committee denies such request to exceed such maximum bid (a "**Proposed Bid Increase**") within 24 hours of the time such request shall have been made, DT shall be deemed to have consented to such request. DT hereby agrees and acknowledges that in the event that Voicestream and the Acquisitions Committee fail to agree upon a Bid Schedule prior to the tenth Business Day prior to the schedule commencement of any Auction, thereafter any officer, director, stockholder or Affiliate of Voicestream (other than any of Voicestream's Subsidiaries), or any group or combination of them, may participate in such Auction and acquire rights or licenses pursuant thereto for his, its or their own account.

SECTION 5.16. *Reasonable Best Efforts.* Each of Voicestream and DT shall use its reasonable best efforts to obtain the opinions referred to in Section 6.02(d) and the delivery of the executed Representation Letters in the forms set forth in Exhibits D and E hereto.

SECTION 5.17. *Certain Matters.* After the Effective Time, DT will take the actions set forth in Schedule 5.17.

SECTION 5.18. *Takeover Laws.* Subject to Section 5.02, no Party shall take any action that would cause the transactions contemplated by this Agreement or the Stockholders Agreement to be subject to requirements imposed by any Takeover Laws (including any such laws or regulations applicable to DT under German Legal Requirements or the Legal Requirements of the FSE) and each of them shall take all necessary steps within its control to exempt (or ensure the continued exemption of), or minimize the effect on, the transactions contemplated by this Agreement and the Stockholders Agreement from, or if necessary challenge the validity or applicability of, any applicable Takeover Law, as now or hereafter in effect, including, without limitation, Section 203 of the Delaware Law or any other Takeover Laws that purport to apply to this Agreement or the Stockholders Agreement or the transactions contemplated hereby or thereby.

SECTION 5.19. *Employee Benefits.* (a) From and after the Effective Time, DT shall cause the Surviving Corporation or its successor to honor all Voicestream employee benefit plans and compensation arrangements and agreements in accordance with their terms as in effect immediately before the Effective Time, subject to any amendment or termination thereof that may be permitted by such terms. For a period of not less than two years following the Effective Time, DT shall cause to be provided, to current and former employees of Voicestream and its Subsidiaries (the “**Voicestream Employees**”) compensation and employee benefits (it being understood that discretionary equity and equity based awards will remain discretionary) that are, in the aggregate, not less favorable than those provided to Voicestream Employees immediately before the Effective Time.

(b) For purposes of vesting, eligibility to participate and level of benefits (but not benefit accrual under pension or similar plans) under the employee benefit plans of DT and its Affiliates providing benefits to any Voicestream Employees after the Effective Time (the “**New Plans**”), each Voicestream Employee shall be credited with his or her years of service with Voicestream and its Affiliates before the Effective Time, to the same extent as such Voicestream Employee was entitled, before the Effective Time, to credit for such service under any similar Voicestream Employee Benefit Plans in which such Voicestream Employee participated or was eligible to participate immediately prior to the Effective Time, *provided*, that the foregoing shall not apply to the extent that its application would result in a duplication of benefits or for newly established plans and programs for which prior service of DT employees is not taken into account. In addition, and without limiting the generality of the foregoing: (i) each Voicestream Employee shall be immediately eligible to participate, without any waiting time, in any and all New Plans to the extent coverage under such New Plan replaces coverage under a comparable Voicestream employee benefit plan or compensation arrangement or agreements in which such Voicestream Employee participated immediately before the consummation of the Merger (such plans, collectively, the “**Old Plans**”); and (ii) for purposes of each New Plan providing medical, dental, pharmaceutical and/or vision benefits to any Voicestream Employee, DT shall cause all pre-existing condition exclusions and actively-at-work requirements of such New Plan to be waived for such employee and his or her covered dependents, unless such conditions would not have been waived under the comparable plans of Voicestream or its subsidiaries in which such employee participated immediately prior to the Effective Time and DT shall cause any eligible expenses incurred by such employee and his or her covered dependents during the portion of the plan year of the Old Plan ending on the date such employee’s participation in the corresponding New Plan begins to be taken into account under such New Plan for purposes of satisfying all deductible, coinsurance and maximum out-of-pocket requirements applicable to such employee and his or her covered dependents for the applicable plan year as if such amounts had been paid in accordance with such New Plan.

(c) DT hereby acknowledges and agrees that the transactions contemplated hereby will constitute a Change of Control for all purposes under the applicable Voicestream Employee Benefit Plans listed on Schedule 2.11(g).

(d) Voicestream and DT shall, during the sixty-day period following the date hereof, seek to develop a mutually acceptable retention plan for senior management employees.

(e) For a period of at least two years following the Effective Time, DT shall continue and cause to be honored Voicestream's severance policy described in Schedule 4.01(e) as in effect prior to the Effective Time without any amendments adverse to Voicestream Employees.

SECTION 5.20. *Certain Employment Matters.* Prior to the Effective Time, DT and Voicestream shall take all such steps as may be required to cause the transactions contemplated by this Agreement, including any dispositions of Voicestream Common Shares (including derivative securities with respect to the Voicestream Common Shares) and acquisitions of DT Ordinary Shares (including derivative securities with respect to DT Ordinary Shares) by each Person who is or will be subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to the Voicestream or DT, as the case may be, to be exempt under Rule 16b-3 promulgated under the Exchange Act.

ARTICLE 6

CLOSING CONDITIONS

SECTION 6.01. *Conditions to Each Party's Obligation to Effect the Merger.* The respective obligations of Voicestream and DT to consummate the Merger shall be subject to the fulfillment or (to the extent permitted by applicable law) written waiver prior to the Effective Time of the following conditions:

(a) *Stockholder Approval.* The Voicestream Stockholder Approval shall have been obtained.

(b) *Legality.* No federal, state or foreign statute, rule, regulation, executive order, decree or injunction shall have been enacted, entered, promulgated or enforced by any Governmental or Regulatory Authority which is in effect and has the effect of making the Merger illegal or otherwise prohibiting the consummation of the Merger.

(c) *Required Regulatory Approvals.* Any waiting period applicable to the consummation of the Merger under the HSR Act shall have expired or been terminated; to the extent required, the Commission of the European Union shall have approved the Merger under Regulation (EEC) No. 4064/89 of the Council of the European Union, or such approval shall have been deemed to have been granted; the review and investigation under Exon-Florio shall have been terminated and the President shall have taken no action authorized thereunder; and any Required Regulatory Approval of the FCC shall have been received and shall be in full force and effect; provided that the conditions contained in this paragraph (c) shall not be deemed satisfied as to DT or Voicestream, if any such consents or authorizations shall contain any conditions (collectively, "**Burdensome Conditions**") that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect on DT or the mobile telecommunications business of DT, in each case after giving effect to the transactions contemplated hereby and any other acquisition in the mobile telecommunication industry which is entered into or consummated by DT or any of its Subsidiaries after the date hereof.

(d) *Registration Statement Effective.* The Registration Statement shall have become effective prior to the mailing by Voicestream of the Voicestream Proxy Statement to its stockholders, no stop order suspending the effectiveness of the Registration Statement shall then be in effect, and no proceedings for that purpose shall then be threatened by the SEC or shall have been initiated by the SEC and not concluded or withdrawn.

(e) *Stock Exchange Listings.* All steps necessary for the listing of the DT Ordinary Shares to be issued pursuant to the Merger on the FSE shall have been taken and the DT Depositary Shares to be issued pursuant to the Merger shall have been authorized for listing on the NYSE, subject to official notice of issuance.

SECTION 6.02. *Conditions to the Obligations of Voicestream.* The obligations of Voicestream to consummate the Merger are also subject to the fulfillment or written waiver by Voicestream, prior to the Effective Time, of each of the following conditions:

(a) *Representations and Warranties.* The representation and warranty set forth in Section 3.07(a) of this Agreement shall have been true and correct on the date hereof and on and as of the Closing Date as though made on the Closing Date; and the other representations and warranties of DT and Merger Sub set forth in this Agreement shall have been true and correct on the date hereof (or in the case of matters relating to Merger Sub, as of September 28, 2000) and on and as of the Closing Date as though made on the Closing Date (except to the extent that any representation or warranty expressly speaks as of an earlier date, in which case it shall be true and correct as of such date) except (i) for changes permitted under Section 4.02 or otherwise contemplated by this Agreement, and (ii) for such failures to be true and correct which in the aggregate would not reasonably be expected to result in a Material Adverse Effect on DT.

(b) *Agreements and Covenants.* DT shall have performed or complied with all agreements and covenants required by this Agreement to be performed or complied with by it on or before the Effective Time; *provided, however*, that for purposes of this Section 6.02(b) only, such agreements and covenants shall be deemed to have been complied with unless the failure or failures of such agreements and covenants to have been complied with, individually or in the aggregate, results or would reasonably be expected to result in a Material Adverse Effect on DT or on Voicestream shareholders.

(c) *Certificates.* Voicestream shall have received a certificate of an executive officer of DT (and, to the extent such matters relate to Merger Sub, of an executive officer of Merger Sub) to the effect set forth in subparagraphs (a) and (b) above.

(d) *Tax Opinion.* Voicestream shall have received an opinion of Jones, Day, Reavis & Pogue (“**Jones Day**”) and/or Wachtell, Lipton, Rosen & Katz (“**Wachtell Lipton**”) dated as of the Closing Date substantially to the effect that, on the basis of the facts, representations and assumptions set forth or referred to in such opinion, for U.S. federal income tax purposes, the Merger (i) will qualify as a reorganization within the meaning of Section 368(a) of the Code and (ii) each transfer of property to DT by a stockholder of Voicestream pursuant to the Merger will not be subject to Section 367(a)(1) of the Code. In rendering such opinion, Jones Day and/or Wachtell Lipton may require and shall be entitled to rely upon customary representations of Voicestream and DT, including representations substantially in the form of Exhibits D and E, respectively. The opinion set forth in clause (ii) may assume that any stockholder who is a “five-percent transferee shareholder” with respect to DT within the meaning of U.S. Treasury Regulations Section 1.367(a)-3(c)(5)(ii) will file the agreement described in U.S. Treasury Regulations Section 1.367(a)-3(c)(1)(iii)(B).

SECTION 6.03. *Conditions to the Obligations of DT.* The obligations of DT to consummate the Merger are also subject to the fulfillment or written waiver by DT, prior to the Effective Time, of each of the following conditions:

(a) *Representations and Warranties.* The representation and warranty of Voicestream set forth in Section 2.07(a) of this Agreement shall have been true and correct on the date hereof and on and as of the Bringdown Date as though made on the Bringdown Date; and the other representations and warranties of Voicestream set forth in this Agreement shall have been true and correct on the date hereof and on and as of the Bringdown Date as though made on the Bringdown Date (except to the extent that any representation or warranty expressly speaks as of (A) an earlier date, or (B) in the cases of Section 2.05(a) and clause (5) of the last sentence of Section 2.03(a) to the extent either

relates to the declaration or payment of the Permitted Stock Dividend, an earlier or later date, in which cases ((A) or (B)) it shall be true and correct as of such specified date) except (i) for changes permitted under Section 4.01 hereof or otherwise contemplated by this Agreement, and (ii) for such failures to be true and correct which in the aggregate would not reasonably be expected to result in a Material Adverse Effect on Voicestream.

(b) *Agreements and Covenants.* Voicestream shall have performed or complied with all agreements and covenants required by this Agreement to be performed or complied with by it on or before the Effective Time; *provided, however*, that for purposes of this Section 6.03(b) only, such agreements and covenants shall be deemed to have been complied with unless the failure or failures of such agreements and covenants to have been complied with individually or in the aggregate, results or would reasonably be expected to result in a Material Adverse Effect on DT or the mobile telecommunications business of DT, in each case after giving effect to the transactions contemplated hereby and any other acquisition in the mobile telecommunications industry which is entered into or consummated by DT or any of its Subsidiaries after the date hereof.

(c) *Certificates.* DT shall have received certificates of an executive officer of Voicestream to the effect set forth in subparagraph (a) above on the Bringdown Date and subparagraph (b) above on the Closing Date; *provided, however*, that if the Bringdown Date occurs before the Closing Date and the Permitted Stock Dividend is declared or paid after the Bringdown Date, then the matters referred to in clause (B) of paragraph (a) shall be covered in the certificate delivered on the Closing Date, and need not be addressed or referenced in the certificate delivered on the Bringdown Date.

SECTION 6.04. *Pre-Closing Bringdown.* At any time on or after the fifth Business Day after the last to be fulfilled or waived of the conditions set forth in Article VI hereof (other than the conditions contained in Sections 6.02(c), 6.02(d) and 6.03(c) so long as it is reasonably apparent that such conditions and the condition contained in Section 6.01(b) will be able to be satisfied on such fifth or later Business Day) shall be fulfilled or waived in accordance with this Agreement, Voicestream may deliver to DT a certificate of an executive officer of Voicestream, dated as of such day, to the effect set forth in Section 6.03(a), and the date on which such certificate is delivered shall thereupon be deemed to be the "**Bringdown Date**"; *provided, however*, that if the Bringdown Date does not occur before the Closing Date, then the Bringdown Date shall be the same date as the Closing Date.

ARTICLE 7

TERMINATION, AMENDMENT AND WAIVER

SECTION 7.01. *Termination.* This Agreement may be terminated at any time before the Effective Time, in each case as authorized by the Board of Directors of Voicestream or the Management Board (VORSTAND) of DT:

(a) By mutual written consent of each of Voicestream and DT;

(b) By Voicestream, if the Merger shall not have been consummated on or before September 30, 2001 (the "**Voicestream Termination Date**") or by DT if the Merger shall not have been consummated on or before December 31, 2001 (the "**DT Termination Date**"); *provided, however*, that the right to terminate this Agreement under this Section 7.01(b) shall not be available to any Party whose failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the failure of the Effective Time to occur on or before the relevant Termination Date;

(c) By either Voicestream or DT, if (i) any Governmental or Regulatory Authority shall have issued an order, decree or ruling or taken any other action (which order, decree or ruling Voicestream and DT shall use its reasonable best efforts to lift), in each case permanently restraining, enjoining or otherwise prohibiting the Merger, or (ii) in connection with the grant of any Required Regulatory Approval relating to the Merger, a Burdensome Condition shall have been imposed, and in the case of

either clause (i) or (ii), such order, decree, ruling, Burdensome Condition or other action shall have become final and nonappealable;

(d) By Voicestream, (A) if DT shall have breached or failed to perform in any material respect any of its representations, warranties, covenants or other agreements contained in this Agreement, which breach or failure to perform (1) is incapable of being cured by DT prior to the Voicestream Termination Date, or, if capable of being cured, is not cured by DT within 30 days after written notice thereof shall have been received by DT from Voicestream, and (2) renders any condition under Section 6.01 or 6.02 incapable of being satisfied prior to the Voicestream Termination Date, or (B) if a condition under Section 6.01 or 6.02 to Voicestream's obligations hereunder is or becomes incapable of being satisfied prior to the Voicestream Termination Date;

(e) By DT, (A) if Voicestream shall have breached or failed to perform in any material respect any of its representations, warranties, covenants or other agreements contained in this Agreement, which breach or failure to perform (1) is incapable of being cured by Voicestream prior to the DT Termination Date, or, if capable of being cured, is not cured by Voicestream within 30 days after written notice thereof shall have been received by Voicestream from DT, and (2) renders any condition under Section 6.01 or 6.03 incapable of being satisfied prior to the DT Termination Date, or (B) if a condition under Section 6.01 or 6.03 to DT's obligations hereunder is or becomes incapable of being satisfied prior to the DT Termination Date;

(f) By Voicestream or DT, respectively, at any time that is not less than 15 days after any federal, state or foreign statute, rule, regulation, executive order, decree or injunction shall have been enacted, entered, promulgated or enforced by any Governmental or Regulatory Authority (other than, for purposes of this paragraph only, any court of law or equity) and that has the effect of making the condition set forth in Section 6.01(b) or the condition set forth in Section 6.01(c) incapable of being satisfied by the Parties prior to, in the case of termination by Voicestream, the Voicestream Termination Date or, in the case of termination by DT, the DT Termination Date, respectively;

(g) By either Voicestream or DT, if the Voicestream Stockholder Approval shall fail to have been obtained at a duly held stockholders meeting of Voicestream, including any adjournments thereof;

(h) By Voicestream, if the DT Share Price that would be applied in the Cash Adjustment (prior to conversion into U.S. Dollars and without giving effect to the proviso to the definition of DT Share Price) is less than 33 Euros; provided that Voicestream shall have given DT 48 hours prior notice of its intention to terminate pursuant to this Section 7.01(h).

SECTION 7.02. *Effect of Termination.* (a) In the event of termination of this Agreement as provided in Section 7.01 hereof, this Agreement shall forthwith become void and there shall be no liability on the part of Voicestream or DT, except (i) as set forth in this Section 7.02 and in Sections 2.16, 3.13, 5.05(b), 9.03, 9.09 and 9.10 hereof, and (ii) nothing herein shall relieve Voicestream or DT from liability for any willful breach hereof.

(b) If this Agreement is terminated by Voicestream or DT pursuant to Section 7.01(g) because of the failure to obtain the Voicestream Stockholder Approval and (i) at any time after the date of this Agreement and prior to the Voicestream Stockholders' Meeting an offer or proposal for a transaction that would constitute an Alternative Transaction (as defined in Section 4.03(c) hereof) (except that, for the purposes of this Section 7.02(b), the applicable percentage in clauses (i) and (iii) of such definition shall be fifty percent (50%) and only for any transaction referred to in clause (ii) of such definition to be treated as an Alternative Transaction for purposes of this Section 7.02(b), stockholders of Voicestream would own less than 65% of the outstanding stock of the entity surviving or resulting from such transaction) shall have been announced or otherwise publicly disclosed, and not withdrawn, and (ii) within six months after the termination of this Agreement, Voicestream enters into a definitive agreement with any Third Party with respect to an Alternative Transaction (provided that for any transaction referred to in clause (ii) of such definition to be treated as an Alternative Transaction for purposes of this

Section 7.02(b), stockholders of Voicestream would own less than 65% of the outstanding stock of the entity surviving or resulting from such transaction), Voicestream shall pay to DT a termination fee of \$1,000,000,000 (the "**Termination Fee**"). Except as otherwise provided in this paragraph, no Termination Fee shall be or become payable upon termination of this Agreement.

(c) The termination fee payable under Section 7.02(b) above shall be payable in cash no later than one business day following the day Voicestream enters into the definitive agreement providing for the Alternative Transaction giving rise to the payment of such fee.

(d) Voicestream and DT agree that the agreements contained in Section 7.02(b) above are an integral part of the transactions contemplated by this Agreement and are an inducement to DT to enter into this Agreement and, to the extent payable in connection with a breach of this Agreement, constitute liquidated damages and not a penalty. If Voicestream fails to promptly pay to DT any fee due under such Section 7.02(b), then Voicestream shall pay the costs and expenses (including legal fees and expenses) in connection with any action, including the filing of any lawsuit or other legal action, taken to collect payment, together with interest on the amount of any unpaid fee at the publicly announced prime rate of Citibank, N.A., from the date such fee was required to be paid.

SECTION 7.03. Amendment. This Agreement may be amended by Voicestream, DT and Merger Sub pursuant to a writing adopted by action taken by each of them at any time before the Effective Time; *provided, however*, that, after approval of this Agreement by the stockholders of Voicestream no amendment may be made which under applicable law would require approval of such Party's stockholders without such approval.

SECTION 7.04. Waiver. At any time before the Effective Time Voicestream, DT and Merger Sub may (i) extend the time for the performance of any of the obligations or other acts of the others, (ii) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto and (iii) waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of a Party to any such extension or waiver shall be valid only as against such Party and only if set forth in an instrument in writing signed by such Party.

ARTICLE 8

DEFINITIONS

SECTION 8.01. Certain Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

"Affiliate" of a Person means a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the first mentioned Person; *provided, however*, that such term shall not be deemed to include the Federal Republic of Germany and Kreditanstalt für Wiederaufbau ("KfW") in their capacities as shareholders of DT.

"Agreement" means this Agreement and Plan of Merger, together with all of its schedules and exhibits.

"Business Day" means a day other than Saturday, Sunday, federal or New York State holiday or other day on which commercial banks in New York City are authorized or required by law to close.

"Code" means the Internal Revenue Code of 1986, as amended.

"Control" (including the terms "**controlled by**" and "**under common control with**") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of stock, as trustee or executor, by contract or otherwise.

"Cook Inlet Joint Ventures" means Cook Inlet Western Wireless PV/SS PCS, L.P., Cook Inlet Voicestream PCS, LLC, Cook Inlet/VS GSM II PCS, LLC and Cook Inlet/VS GSM III PCS,

LLC, Cook Inlet/VS GSM IV PCS Holdings, LLC and Cook Inlet/VS GSM V PCS Holdings, LLC.

"Cook Inlet Partners" means Cook Inlet Telecommunications, Inc., SSPCS Corporation, Providence Media Partners L.P., Cook Inlet GSM Inc., Providence Media Partners III L.P. and Providence Equity Operating Partners III.

"Delaware Law" means the Delaware General Corporation Law, as amended.

"DT Financing Agreements" means the Stock Subscription Agreement, the Investor Agreement and the First Amended and Restated Voting Agreement, each dated as of the date hereof, between Voicestream, DT and certain other parties.

"Exchange Act" means the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Exon-Florio" means the provisions of the Exon-Florio Amendment to the Omnibus Trade and Competitiveness Act of 1988.

"GAAP" means United States generally accepted accounting principles.

"German Listing Prospectus" means the prospectus (BÖRSE NZULASSUNGSPROSPEKT) required for the listing of the DT Ordinary Shares to be issued pursuant to the Merger on the FSE.

"Governmental or Regulatory Authority" means any domestic or foreign, national, federal, state, county, city, local or other administrative, legislative, regulatory or other governmental authority, commission, agency, court of competent jurisdiction or other judicial entity, tribunal, arbitrator, office, principality, registry (including, but not limited to, with respect to patents, trademarks, designs, or copyrights), legislative or regulatory body, instrumentality, or quasi-governmental agency, commission or authority or any arbitral tribunal exercising any regulatory or taxing authority; *provided* that such term shall not be deemed to include the Federal Republic of Germany and KFW, in their capacities as shareholders of DT.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as the same may be amended from time to time.

"Investment Interest" means a direct or indirect ownership of capital stock, partnership, membership interests or other ownership interests or similar securities of any Person.

"Knowledge" of any Party means the actual knowledge of the executive officers of such Party.

"Material Adverse Effect" means, with respect to Voicestream and its Subsidiaries and the Cook Inlet Joint Ventures, taken as a whole, or DT and its Subsidiaries, taken as a whole, any change in or effect on the business of Voicestream and its Subsidiaries and the Cook Inlet Joint Ventures taken as a whole or DT and its Subsidiaries taken as a whole, as the case may be, that is or is reasonably likely to be materially adverse to the business, operations or financial condition of Voicestream and its Subsidiaries and the Cook Inlet Joint Ventures taken as a whole or DT and its Subsidiaries taken as a whole, respectively, but shall not include the effects of changes or developments (A) in (i) the telecommunications industry, including regulatory and political conditions, and not uniquely relating to DT or Voicestream, (ii) the United States or European economy, or (iii) the United States or European securities markets, or (B) resulting from the announcement or the existence of this Agreement and the transactions contemplated hereby.

"Other Joint Ventures" means Iowa Wireless Services, L.P., STPCS, LLC, D&E/Omnipoint Corporation Wireless Joint Venture, LP, NPI-Omnipoint Corporation Wireless, LLC, Wireless Alliance, LLC and Access Plus, LLC.

"Permitted Swaps" means transactions in which Voicestream or any of its Subsidiaries exchanges property, assets and/or any legal rights of substantially equivalent value (including spectrum rights)

with any third party relating to not more than 5,000,000 POPs in any one transaction or more than 10,000,000 POPs in all such transactions.

"Person" means an individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, unincorporated organization, entity or group (as defined in the Exchange Act) or a Governmental or Regulatory Authority.

"Registration Statement" means one or more registration statements to be filed with the SEC by DT in connection with the issuance of DT Depositary Shares and DT Ordinary Shares in the Merger.

"Securities Act" means the Securities Act of 1933, as the same may be amended from time to time.

"Significant Subsidiary" means any Subsidiary which on the date of determination is a "significant subsidiary" within the meaning of Rule 1-02(w) of Regulation S-X promulgated under the Exchange Act, including, without limitation, Omnipoint Corporation and Aerial Communications, Inc.

"Subsidiary", "Voicestream Subsidiary," or "DT Subsidiary" means any Person on the date of determination of which Voicestream or DT, as the case may be (either alone or through or together with any other Subsidiary or Subsidiaries) owns, directly or indirectly, more than fifty percent (50%) of the stock or other equity interests the holders of which are generally entitled to vote for the election of the Board of Directors or other governing body of such Person.

"Tax" or "Taxes" means any U.S. federal, state or local or foreign taxes of any kind, including, without limitation, those on or measured by or referred to as income, gross receipts, capital, sales, use, ad valorem, franchise, profits, license, withholding, payroll, employment, excise, severance, stamp, occupation, premium, value added, property or windfall profits taxes, customs, duties, or similar fees, assessments, or charges of any kind whatsoever, imposed by any taxing authority, together with any interest and any penalties, additions to tax, or additional amounts thereon.

"Tax Returns" means any U.S. federal, state or local or foreign return, report, or statement required to be filed with any Governmental or Regulatory Authority with respect to Taxes.

"Tax Sharing Agreement" means the Tax Sharing Agreement dated February 17, 1998, by and among Western Wireless Corporation, Western PCS Corporation and Hutchison Telecommunications PCS (USA) Limited, and the First Amendment to such Tax Sharing Agreement dated May 3, 1999.

"Telecom Act" means the Communications Act of 1934, as amended.

"T-Mobile" means T-Mobile International AG, an Aktiengesellschaft organized and existing under the laws of the Federal Republic of Germany.

SECTION 8.02. *Date of this Agreement; No Waiver.* (a) The amendment and restatement of this Agreement on February 8, 2001 notwithstanding, unless otherwise expressly provided herein, this Agreement shall be deemed for all purposes to be dated and made as of July 23, 2000 (the date of the original Agreement and Plan of Merger) and to be effective as of such date, and all references herein to "the date hereof", "the date of this Agreement" and other similar references, shall be deemed to be references to July 23, 2000.

(b) The parties' execution and delivery of this Amended and Restated Agreement shall not constitute a waiver of any rights that any of the parties hereto may have by reason of any event, condition, misrepresentation or breach of covenant of the original Agreement and Plan of Merger having occurred prior to the date of execution and delivery of this Amended and Restated Agreement, whether or not known to any or all of the parties hereto. No representation or warranty of any party in this Agreement shall be affected or limited by reason of the knowledge of any other party at any time that such representation or warranty is not, or may not be, true and correct.